

**Marquis Aurbach Coffing**  
Albert G. Marquis, Esq.  
Nevada Bar No. 1919  
Chad F. Clement, Esq.  
Nevada Bar No. 12192  
James Beckstrom, Esq.  
Nevada Bar No. 14032  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
Telephone: (702) 382-0711  
Facsimile: (702) 382-5816  
amarquis@maclaw.com  
clement@maclaw.com  
jbeckstrom@maclaw.com  
Attorneys for Jake's, CMC,  
Ganesh, Ganesh II, and Lift

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

BEMO USA CORPORATION, et al.,  
Plaintiff,

vs.

JAKE'S CRANE, RIGGING &  
TRANSPORT INTERNATIONAL, INC., et  
al.,

Defendant.

Case Number: 2:08-cv-00745-JCM-PAL

**STIPULATION AND ORDER  
REGARDING PLAINTIFF BEMO USA  
CORPORATION'S MOTION TO  
COMPEL COMPLIANCE WITH  
SUBPOENA DUCES TECUM TO RICH  
WIGHTMAN & COMPANY**

**AND**

**TO VACATE THE HEARING  
SCHEDULED FOR DECEMBER 21,  
2017, AT 10:00 A.M.**

Jake's Crane, Rigging & Transport International, Inc. ("Jake's"), Construction Management Co. ("CMC"), Ganesh, LLC ("Ganesh"), Ganesh II, LLC ("Ganesh II"), and Lift Equipment Certification Company, Inc. ("Lift"), by and through its counsel of record, Chad F. Clement, Esq., of the law firm of Marquis Aurbach Coffing, Rich, Wightman & Company, CPAs, LLC ("RWC"), by and through its counsel of record, Frank A. Ellis III, Esq., of Ellis Law P.C., and Bemo USA Corporation ("Bemo"), by and through its counsel

of record, Philip T. Varricchio, Esq., and Rachel J. Holzer, Esq., of Varricchio Law Firm,  
hereby stipulate and agree as follows (following the parties' further meet and confer efforts):

1. RWC shall produce the following categories of documents to Bemo's  
counsel, if it has such responsive documents, relative to Jake's, CMC, Ganesh, Ganesh II,  
and Lift, within the timeframe of September 7, 2005, to the present:

- a. Tax returns
- b. Bank statements
- c. Income statements
- d. General deposits
- e. Balance sheets
- f. Patents
- g. Patent license agreements
- h. Patent assignments

2. Bemo's motion to compel [ECF No. 90] shall be withdrawn as to Jake's,  
CMC, Ganesh, Ganesh II, and Lift;

3. Bemo shall pay the costs associated with RWC's production in response to  
the subpoena;

4. Each party shall bear its own attorney fees and costs relative to the motion to  
compel [ECF No. 90]; and

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